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Attorneys for Plaintiff DIRECTV, INC.

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN JOSE DIVISION

DIRECTV, INC., a California corporation,  
  
                     Plaintiff,  
  
             vs.  
  
 QA PHAN,  
  
                     Defendant.

Case No. CV-04-3444 JF

Hon. Jeremy Fogel

**STIPULATION FOR VOLUNTARY  
 DISMISSAL OF DEFENDANT QA PHAN  
 AND REQUEST TO RETAIN  
 JURISDICTION; [PROPOSED] ORDER  
 THEREON**

IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.  
 ("DIRECTV") and Defendant QA PHAN, through their respective counsel of record, that the  
 above-captioned action be and hereby is dismissed without prejudice, pursuant to Fed. R. Civ. P.  
 41(a)(1), as to Defendant QA PHAN. Each of said parties to bear its/his/her own costs and  
 attorney's fees.


The terms of the Confidential Settlement Agreement dated March 2005  
 ("Agreement") entered into between the Defendant and DIRECTV require installment payments  
 from Defendant, the last of which is not due to be received until July 2005. If the Defendant does  
 not make any payment under the Agreement when due, DIRECTV is authorized to seek the entry  
 of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of Judgment  
 ("Stipulation") executed by the parties concurrently with the Agreement. The parties therefore  
 have consented, and hereby further stipulate and consent to, the retention of jurisdiction over

1 them by this Court and to reference to a Magistrate Judge in this District for the purpose of  
2 enforcing the payment terms of the Agreement, including entering a Judgment against Defendant  
3 pursuant to the Stipulation. The parties therefore respectfully request that the Court retain such  
4 jurisdiction.

5 DATED: ~~March~~ <sup>June</sup> 9, 2005

Respectfully Submitted,

6 BUCHALTER, NEMER, FIELDS & YOUNGER  
7 A Professional Corporation

8  
9 By:   
10 Shandeep J. Shah  
Attorneys for Plaintiff DIRECTV, Inc.

11 DATED: ~~March~~ <sup>April</sup> 01, 2005

12  
13  
14 By:   
QA Phan  
IN Pro Se

**ORDER**

HAVING READ AND CONSIDERED the forgoing Stipulation for Voluntary Dismissal of Defendant QA PHAN and Request to Retain Jurisdiction, and such other pleadings, documents and records deemed appropriate by the Court, and good cause appearing therefore, IT IS HEREBY ORDERED:

(1) Defendant QA PHAN is hereby dismissed from this action without prejudice;

(2) Each of said parties to bear its/his/her own costs and attorney's fees; and

(3) The Court shall retain jurisdiction over DIRECTV and Defendant QA PHAN to enforce the terms described above of the Settlement Agreement between those parties dated March 2005 and hereby refers any further proceedings in this action to enforce such terms of the Settlement Agreement to a Magistrate Judge of this District.

Dated: 6/15/05

(s/electronic signature authorized)

Honorable Jeremy Fogel  
Judge of the United States District Court  
Northern District of California